

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 28th day of June, 2018 by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Seller"), and **NEWCASTLE DEVELOPMENT, LLC**, an Alabama limited liability company ("Purchaser").

R E C I T A L S:

Contemporaneously herewith, Seller has sold, transferred and conveyed to Purchaser that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

As material consideration for Seller to sell, transfer and convey the Property to Purchaser, Purchaser has agreed to enter into this Agreement regarding the development and sale of the Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Definitions.** As used throughout this Agreement, the defined terms set forth above shall have the meanings so ascribed to them and, in addition, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

"Affiliate" The term "Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, is in common control of, is controlled by, or is under direct or indirect common control with, such Person, and, if such Person is an individual, any member of the immediate family of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person which is controlled by any such member or trust. As used herein, the term "control" (and like terms) when used with respect to any Person, means the direct or indirect beneficial ownership of more than five percent (5%) of the outstanding voting securities or voting equity of such Person or possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities or by contract or otherwise.

"Amenity Development Fee" shall have the meaning given to such term in the Declaration.

"Assessments" shall mean the Annual Assessments and any special assessments, as defined and referenced in the Declaration.

“Association” shall mean and refer to the Hillsboro Owners Association, Inc. an Alabama nonprofit corporation.

“Bona Fide Purchaser” shall mean and refer to any independent third party purchaser who is not related to or an Affiliate of Purchaser who purchases a Lot upon which Purchaser has constructed and completed a single-family residential dwelling thereon.

“City” means the City of Helena, Alabama, a municipal corporation.

“Common Areas” mean, collectively, the Entrance Features, the Parks, the Natural Common Areas, the Perimeter Areas, the Street Lights, and the Trail Improvements. The Common Areas shall be owned and maintained by the Association, subject to the terms and provisions of this Agreement.

“Declaration” means the Amended and Restated Declaration of Protective Covenants of Hillsboro dated September 4, 2014 which has been recorded as Instrument 20140908000281620 in the Probate Office, as amended from time to time.

“Development Work” shall have the meaning set forth in Paragraph 2 below.

“Engineer” means Hatch Mott MacDonald.

“Entrance Features” means, collectively, the entrance landscaping and hardscape, including entryway monuments, irrigation, lighting and signage which Purchaser shall be obligated to construct and install at the two (2) entrances of the Property in substantial accordance with the Entrance Plans.

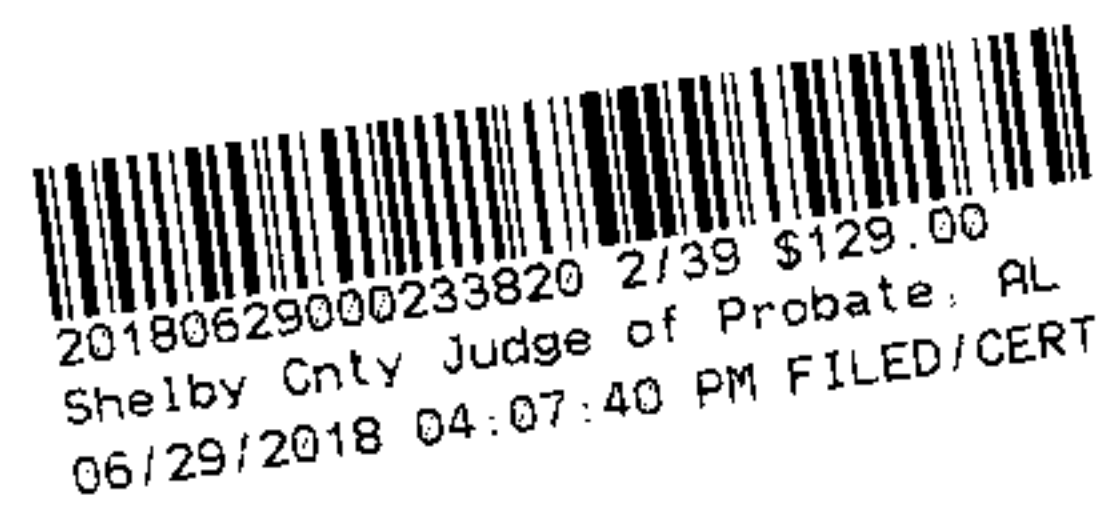
“Entrance Plans” means the plans and specifications for the Entrance Features to be prepared by Purchaser and submitted to Seller for review and approval pursuant to Paragraph 2(b) below, which Entrance Plans shall be consistent with other entryways within Hillsboro and shall, at a minimum, provide for entryway monuments consistent with that shown in Schedule 1 attached hereto and incorporated herein by reference.

“Exclusive Broker” means the exclusive real estate broker designated from time to time by Seller for all of the residential areas of Hillsboro. As of the date of this Agreement, the Exclusive Broker designated by Seller is Ingram & Associates, LLC.

“Exclusive Brokerage Agreement” means the exclusive brokerage/listing agreement entered into by and between Purchaser and Exclusive Broker with respect to the Property.

“Final Plat” means any one or more subdivision plats to be prepared by Purchaser subdividing the Property into Lots and Common Areas following completion of the Development Work for those portions of the Property reflected thereon.

“Grading Plans” means the grading plans for the Grading Work prepared by the Engineer and included as part of the Subdivision Plans.



“Grading Work” means the clearing, grubbing, excavation, fill and grading of the Property by Purchaser.

“Infrastructure Plans” shall mean and refer to the infrastructure plans for the Infrastructure Work prepared by the Engineer and included as part of the Subdivision Plans.

“Infrastructure Work” shall mean and refer to the construction and installation by Purchaser in accordance with the Subdivision Plans of the following: (a) underground electrical, gas, water, sanitary sewer (including the Pump Station), telephone and cable television lines, pipes, wiring, conduit and other apparatus necessary or required to provide each lot within the Property and all of the Common Areas with utility services, (b) all storm water drainage lines, pipes, culverts and other apparatus which may be necessary or required to provide storm water drainage for all of the Property (including, without limitation, all Lots, Parks, roadways and other Common Areas within the Property), and (c) paved public roadways within the Property which will provide public access to and from all Lots within the Property.

“Lot” means any single-family residential lot into which any portion of the Property may be subdivided, as reflected on a Final Plat.

“Mailbox Specification Plans” means the standardized mailbox utilized throughout the Hillsboro development as more particularly shown on Schedule 1 attached hereto and incorporated herein by reference.

“Master Builder Agreement” means the Hillsboro Participating Builder Master Agreement entered into by Purchaser and Seller, a copy of which is attached to the statutory warranty deed pursuant to which Seller transferred and conveyed the Property to Purchaser.

“Natural Common Areas” means lots 46 (Common Area) and 47 (Common Area), as shown on the Preliminary Plat.

“Parks” means and refers to lots 15 (Common Area), 35 (Common Area), and 59 (Common Area), as shown on the Preliminary Plat.

“Parks and Perimeter Buffer Plans” means, collectively, the following plans and specifications to be prepared by Purchaser and submitted to Seller for review and approval pursuant to Paragraph 2(b) below: (a) with respect to the Parks, the Parks and Perimeter Buffer Plans shall, at a minimum, reflect that all of the Parks shall be landscaped with trees and shrubbery, grassed (with sod), and irrigated in a manner consistent with other parks within Hillsboro, (b) with respect to the Perimeter Areas, the Parks and Perimeter Buffer Plans shall, at a minimum, reflect that all Perimeter Areas shall be landscaped with trees and shrubbery, grassed (with sod), and irrigated in a manner as other perimeter/common areas within Hillsboro which are adjacent to Hillsboro Parkway, and (c) with respect to the Natural Common Areas, the Parks and Perimeter Buffer Plans shall, at a minimum, reflect the installation of the Trail Improvements and the replacement of any trees or other vegetation damaged or destroyed in connection with the installation of the Trail Improvements.


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“Perimeter Areas” means all areas within the Property (other than Lots) which abut any existing or proposed public roadway as shown on the Preliminary Plat.

“Person” means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

“Plans” means, collectively, the Subdivision Plans, the Mailbox Specification Plans, the Parks and Perimeter Buffer Plans, the Street Light Standards Plan, and the Standard Street and Traffic Signage Plans.

“Preliminary Plat” means and refers to the Preliminary Plat for the Property attached hereto as **Exhibit B** and which is also attached to and forms a part of the Subdivision Plans.

“Probate Office” means the Office of the Judge of Probate of Shelby County, Alabama.

“Pump Station” means the new sanitary sewer pump/lift station which is described and shown in the Subdivision Plans which shall serve the Property and portions of the Town Center of Hillsboro.

“Pump Station Escrow Agreement” means the agreement entered into contemporaneously herewith between Seller and Purchaser pursuant to which Purchaser has agreement to construction and install the Pump Station.

“Standard Street and Traffic Signage Plans” means the plans and specifications for standardized traffic and street signage for all of the Hillsboro residential development as more particularly shown in **Schedule 1** attached hereto and incorporated herein by reference.

“Street Light Standards Plan” means the standard “colonial” street light fixtures of Alabama Power Company containing a fiberglass pole, substantially as shown on **Schedule 1** attached hereto and incorporated herein by reference.

“Street Lights” means all street lights, poles, standards, fixtures and bulbs (lamps) to be installed within the Property by Purchaser in accordance with the Street Light Standards Plan.

“Subdivision Plans” shall mean and refer to the subdivision plans and specifications for the Property prepared by the Engineer which are more particularly described in **Exhibit C** attached hereto and incorporated herein by reference.

“Trail” means the existing pedestrian trail system which runs through the Hillsboro development.

“Trail Improvements” means the following improvements to be made by Purchaser within the Property with respect to the Trail: (a) the installation of a permanent, paved

pedestrian trail in and along portions of Lot 46 (Common Area) as shown on the Subdivision Plans connecting the Property to the Trail in accordance with the Trail Specifications and (b) repaving and replacing any portions of the Trail which are removed, damaged or destroyed in connection with Purchaser's development of the Property or the performance of any of the Development Work.

"**Trail Specifications**" shall mean the specifications set forth in **Schedule 2** attached hereto and incorporated herein by reference.

2. **Development of Property.**

(a) **Subdivision Plans.** Seller has provided to Purchaser the Subdivision Plans prepared by the Engineer. Purchaser acknowledges and agrees that the Subdivision Plans were not prepared by Seller and do not constitute a representation by Seller as to any of the matters set forth therein. Subject to the remaining terms and provisions of this **Paragraph 2(a)**, the Property must be developed in substantial accordance with the Subdivision Plans. The Subdivision Plans may not be altered, changed or amended in any respect without the prior written consent of Seller. The Preliminary Plat establishes 58 total lots within the Property (of which five (5) of such lots are Common Areas and 53 of such lots are Lots (as defined in this Agreement)). In no event will the total number of Lots to be created within all of the Property under any Final Plats exceed 53 Lots.

(b) **Preparation of Certain Plans by Purchaser.** Purchaser shall, at Purchaser's sole cost and expense, prepare the Entrance Plans and the Parks and Perimeter Buffer Plans and submit the same to Seller for Seller's review and approval, which approval shall not be unreasonably withheld or delayed.

(c) **Improvements to be Undertaken by Purchaser.** Purchaser shall, at its sole cost and expense, be solely responsible for all work and improvements of any nature which may be necessary or required to develop the Property into Lots in accordance with the Plans and the remaining terms and provisions of this Agreement. Such work (collectively, the "**Development Work**") to be performed by Purchaser shall include, without limitation, the following:

(i) Purchaser shall undertake all Grading Work and other site preparation work in accordance with the Grading Plans;

(ii) Purchaser shall install in accordance with the Infrastructure Plans all necessary underground utility lines, pipes, wiring, conduit, equipment and other apparatus necessary or required in order to provide underground utility services to each of the individual Lots, and all Common Areas to be developed by Purchaser. In addition, Purchaser shall install the Pump Station in accordance with the Subdivision Plans and the Pump Station Escrow Agreement. To the extent any applicable utility lines, pipes, wiring, conduit, lift (pump) stations, equipment and other apparatus necessary or reasonably required in order to provide underground utility services to the Property and each of the individual Lots to be developed by Purchaser thereon are not located either within the boundary of the Property, Seller agrees to grant to Purchaser easements for the

construction of underground utility lines across those portions of the real property owned by Seller which may be adjacent to the Property so long as the form of such easement agreement and the location of such easements are reasonably acceptable to Seller;

(iii) Purchaser shall be solely responsible for constructing any and all roads and alleys within the Property in accordance with the Subdivision Plans, which roads and alleys shall (1) be constructed in accordance with the design and construction standards set forth in the Subdivision Plans and as may be required by the City and (2) be dedicated to the City as public roadways upon completion of construction of the same;

(iv) Purchaser shall cause all Parks shown on the Preliminary Plat, which Parks shall contain landscaping and such other improvements as may be required by the Parks and Perimeter Buffer Plans;

(v) Purchaser shall construct and install the Entrance Features and landscape the Perimeter Areas in accordance with the Parks and Perimeter Buffer Plans;

(vi) Purchaser shall construct and install the Trail Improvements in accordance with the Trail Specifications;

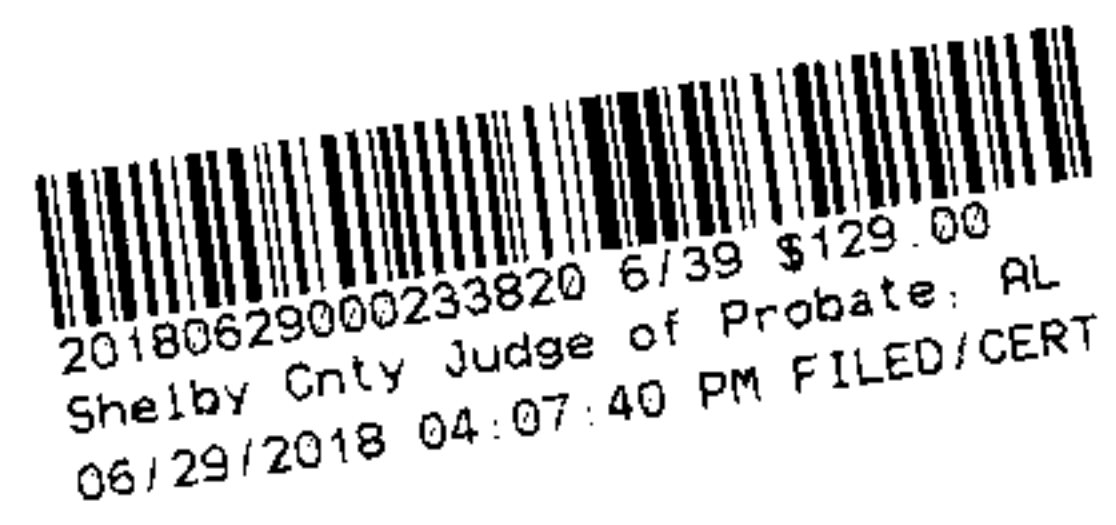
(vii) Purchaser shall construct all sidewalks within the Property as reflected on the Preliminary Plat or as may be required by the City;

(viii) Purchaser shall install Street Lights within the Property in accordance with the Street Light Standards Plan and in both numbered locations as determined by mutual agreement of Seller and the City. All Street Lights shall be installed at Purchaser's expense by Alabama Power Company pursuant to a program which provides that Alabama Power Company will install such Street Lights, the City will pay the monthly electrical service charges for the same and the Association shall maintain the same (including replacement of bulbs and fixtures);

(ix) Purchaser shall install all street and traffic signage within the Property in accordance with the Standard Street and Traffic Signage Plan; and

(x) Purchaser shall install all mailboxes in accordance with the Mailbox Specification Plans.

The Development Work for the first phase/sector of the Property consisting of Lots 1 through 46, as shown on the Preliminary Plat, must be commenced by Purchaser no later than ninety (90) days following the date hereof and must be completed on or before 18 months from the date hereof. The Development Work for the second phase/sector of the Property consisting of Lots 42 through 59, as shown on the Preliminary Plat, must be commenced by Purchaser no later than



three (3) years from the date hereof and must be completed within 18 months following commencement of that portion of the Development Work. The Development Work shall be deemed to have been completed upon the recordation of a Final Plat for all Lots within the Property.

(d) Subdivision of Property into Lots. On or before completion of the Development Work, Purchaser shall, at its sole cost and expense, cause the Property to be subjected to a Final Plat substantially similar in layout and design as set forth in the Preliminary Plat. All Final Plats shall reflect the subdivision of the Property into Lots which satisfy the Development Criteria and which, in no event, exceed the total number of Lots allowed within the Property. Each Final Plat shall contain a signature line on such Final Plat reflecting Seller's approval of such Final Plat before the same is submitted to the City for approval. Each Final Plat shall reflect as separate lots or areas identified as "Common Areas" all Parks, Perimeter Areas, Trail Improvements, and the Entrance Features. The Final Plat, as approved by Seller, shall not be altered, amended or changed in any respect without the prior written consent and approval of Seller. Following the approval of the Final Plat for the Property by both Seller and the City, each Final Plat shall be recorded by Purchaser in the Probate Office.

(e) Costs and Expenses of Development Work in Compliance with Governmental Requirements. Purchaser shall be solely responsible for all costs and expenses payable in connection with undertaking and completing the Development Work in accordance with the terms and provisions of the Development Agreement. Purchaser shall also be responsible for satisfying, complying with and otherwise obtaining all governmental approvals which may be necessary or required in connection with the development of the Property including, without limitation, obtaining all necessary storm water discharge (NPDES) permits for the Development Work to be performed by Purchaser. Furthermore, Purchaser shall be solely responsible for obtaining all permits and posting all bonds and otherwise paying all fees and other amounts necessary or required to undertake any of the Development Work.

(f) Maintenance of Common Areas. Purchaser shall, at its sole cost and expense, maintain all of the Common Areas in good condition and repair at all times until such time as the Common Areas have been accepted by the Association pursuant to the terms and provisions of Paragraph 2(g) below.

(g) Acceptance of Common Areas by Association. The Association shall accept the responsibility to maintain the Common Areas upon the satisfaction of the following:

(i) With respect to the Parks, the Perimeter Areas, the Entrance Features, the Street Lights, and the Trail Improvements reflected on any Final Plat approved by Seller, the Association will accept the same one (1) year following the recordation of such Final Plat so long as such improvements and landscaping have been constructed and installed in accordance with the terms and provisions of this Paragraph 2 and the Association has inspected and approved the condition of such improvements and landscaping as provided in Paragraph 2(g)(ii) below; and

(ii) All of the Common Areas must be inspected by the Association and, to the extent any landscaping has died or is diseased, or any

other improvements within or constituting part of the Common Areas have not been constructed in accordance with the Plans and the other terms and provisions of this Paragraph 2 or such improvements have been damaged or have not been maintained in a good condition and state of repair, as reasonably determined by the Association, then Purchaser shall cause the same to be repaired or replaced as may be required by the Association prior to the Association accepting the same.

Any Common Areas to be maintained by the Association shall be transferred and assigned by Purchaser to the Association by quit claim deed in form acceptable to the Association; provided, however, that Purchaser shall provide to the Association recorded releases from any and all lenders of Purchaser which evidence that such lender has released all such Common Areas from the lien of any mortgages which may encumber any portion of the Property. The Association shall not be obligated to assume any contracts or agreements entered into by Purchaser with respect to the Common Areas.

(h) Exclusive Brokerage. As a material inducement to Seller to sell the Property to Purchaser, Purchaser has agreed to utilize any exclusive broker designated by Seller for the sale of single-family residential homes within Hillsboro. As of the date of this Agreement, Seller has designated Exclusive Broker as the exclusive broker for the Hillsboro development. Contemporaneously herewith, Purchaser has entered into the Exclusive Brokerage Agreement with Exclusive Broker which will require that Purchaser and any subsequent owner of any of the Property (including any mortgagees or purchasers at foreclosure) utilize Exclusive Broker as the sole and exclusive real estate broker for the sale of any Lots and single-family homes developed within the Property, which obligation shall constitute a covenant running with the land which shall be binding upon all subsequent owners (including any mortgagee or purchaser at foreclosure) of any portion of the Property; provided, however, that at such time as a Lot has been developed with a completed single-family residential unit thereon which is then sold to a Bona Fide Purchaser in an arms-length transaction, then the Exclusive Brokerage Agreement as to such Lot sold to such Bona Fide Purchaser shall automatically cease, terminate and be deemed null and void; however, the Exclusive Brokerage Agreement as to all other portions of the Property shall remain in full force and effect.

(i) Default by Purchaser. **PURCHASER ACKNOWLEDGES THAT IT IS A MATERIAL INDUCEMENT TO SELLER THAT ALL OF THE DEVELOPMENT WORK BE UNDERTAKEN, PERFORMED AND COMPLETED TO THE SAME STANDARDS, LEVEL OF FINISH, AND QUALITY AS IN OTHER SECTORS OF HILLSBORO AND THAT ANY DEVIATION FROM THE SUBDIVISION PLANS, THE MAILBOX SPECIFICATION PLANS, THE PARKS AND PERIMETER BUFFER PLANS, THE STREET LIGHT STANDARDS PLAN OR THE STANDARD STREET AND TRAFFICE SIGNAGE PLANS SHALL REQUIRE THE SELLER'S PRIOR WRITTEN APPROVAL. PURCHASER ACKNOWLEDGES THAT SELLER, AS THE OWNER OF REMAINING UNDEVELOPED LAND IN HILLSBORO, MAY SUFFER UNQUANTIFIABLE DAMAGES AND IRREPARABLE HARM AS A RESULT OF ANY BREACH OR THREATENED BREACH BY PURCHASER OF ANY OF THE TERMS AND PROVISIONS OF THIS PARAGRAPH 2 OR IF THE PROPERTY IS NOT DEVELOPED AS SET FORTH IN THIS AGREEMENT; THEREFORE, SELLER SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE TO SELLER AT LAW**

AND IN EQUITY TO ENFORCE PURCHASER'S DEVELOPMENT OBLIGATIONS STRICTLY IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, RIGHTS OF SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF (WITHOUT THE NECESSITY OF, OR ANY REQUIREMENTS FOR, EITHER THE POSTING OF A BOND OR OTHER SECURITY OR PROVING ANY ACTUAL DAMAGES), ACTIONS IN CONTRACT, AND RIGHTS OF SELF-HELP, AND ANY AND ALL COSTS INCURRED BY SELLER IN ENFORCEMENT OF THIS SECTION, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS, SHALL BE PAYABLE BY PURCHASER TO SELLER UPON WRITTEN DEMAND. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT MONETARY DAMAGES MAY NOT BE AN ADEQUATE REMEDY TO SELLER IN THE EVENT OF ANY VIOLATION OR BREACH BY PURCHASER OF ANY OF THE TERMS AND PROVISIONS OF THIS PARAGRAPH 2.

3. **Storm Water Drainage and Soil Erosion.** Purchaser shall be solely responsible for constructing, installing and maintaining adequate and reasonable (a) soil erosion measures and drainage facilities to accommodate all storm water runoff from or coming onto any portions of any of the Property or resulting from any improvements being constructed on any of the Property by Purchaser and (b) storm water drainage improvements and facilities on each Lot with respect to any storm water which may either cross or come upon any Lot from adjoining or adjacent properties or which may originate and drain from any Lot and any improvements thereto; provided, however, that any maintenance obligations of Purchaser under this Paragraph 3 shall cease upon acceptance by the City of all storm water drainage improvements and facilities constructed by Purchaser within the Property. Purchaser does hereby accept the Property in its current "AS IS" condition and acknowledges and agrees that Seller does not and shall not have any further obligations of any nature with respect to storm water drainage or runoff onto or from any portion of the Property. Purchaser covenants and agrees that (i) each Lot and all improvements thereto while owned by Purchaser shall at all times be in strict compliance with all soil erosion protection requirements of all applicable governmental authorities, including, without limitation, the Alabama Department of Environmental Management ("ADEM"), (ii) Purchaser shall obtain from ADEM and thereafter maintain at all times its own NPDES permit with ADEM for the Development Work and all other construction activities to be undertaken by Purchaser on the Property and (iii) Purchaser shall be solely responsible for implementing and maintaining all necessary storm water drainage, runoff and erosion control practices and procedures for any and all construction and development activities undertaken by Purchaser on the Property and otherwise complying with all requirements and regulations of, and obtaining any permits required to be obtained by Purchaser from, all applicable governmental authorities. Excepting the gross negligence or intentional acts of Seller (in which Seller is predominantly and primarily responsible), Purchaser, for itself and its successors and assigns, does hereby irrevocably and unconditionally waive, release and forever discharge Seller, its agents, employees, officers, directors, shareholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or result of any storm water or drainage matters affecting any of the Property. Purchaser shall and does indemnify, defend and agree to hold Seller, the Association and their respective agents, employees, officers, directors, shareholders, members, managers and representatives, harmless from and against any

and all damages, demands, claims, costs and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) resulting from or arising out of Purchaser's failure to fully and faithfully perform its obligations under this Paragraph 3.

4. **Plan Approval, Assessments and Amenity Development Fee.**

(a) Purchaser acknowledges and agrees that pursuant to the terms and provisions of the Declaration and Master Builder Agreement, plans and specifications for any single-family residential dwelling unit as well as any other improvements to be constructed on any portion of any Lot within the Property must be reviewed and approved by the ARC, as defined in the Declaration *prior to commencement of any construction activities on any Lot.* ***Purchaser also acknowledges and agrees that design review fees shall be charged by the ARC for such plan review and Purchaser agrees to pay the same in accordance with the terms and provisions of the Declaration.***

(b) Purchaser acknowledges and agrees that all Lots are subject to the payment of Assessments and Amenity Development Fees as provided in the Declaration.

(c) As a condition to filing the Final Plat for each phase/sector of the Property, the ARC shall have approved all house plans, including colors, etc. for that particular phase/sector of the Property shown on such Final Plat.

5. **Miscellaneous.**

(a) Notices. All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to Seller: President, USS Real Estate
United States Steel Corporation
600 Grant Street – Room 1683
Pittsburgh, PA 15219-2800
Fax: (412) 433-5148

With copies to: Director-Real Estate, Southeast
USS Real Estate
United States Steel Corporation
610 Preserve Parkway, Suite 200
Hoover, AL 35226
Fax: (205) 588-2810

Matthew F. Fearing
Counsel-Real Estate
United States Steel Corporation
Law Department
600 Grant Street, Suite 1500
Pittsburgh, PA 15219


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If to Purchaser: Newcastle Development, LLC
121 Bishop Circle
Pelham, AL 35125
Attn: Glen Siddle

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above or (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(b) Assignment of Agreement. Purchaser may not assign any of its rights or obligations under this Agreement without the prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller.

(c) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(d) Modification. Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument, signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

(e) Captions. The captions or headings used herein are included for convenience and general reference only and shall not be construed to describe, define or limit the scope, intent or construction of this Agreement.

(f) Exhibits. Each exhibit which is referred and attached to this Agreement is incorporated herein as if set out fully in the body hereof.

(g) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, subject to the provisions of Paragraph 5(b) above, their respective successors and permitted assigns.

(h) Time. Time is of the essence in the performance of all obligations of each party to this Agreement.

(i) Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of

its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(j) Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

(k) Attorneys' Fees. Notwithstanding anything provided to the contrary in this Agreement, should either party hereto employ attorneys to enforce any of the provisions hereof, then the party losing in any final judgment agrees to pay to the prevailing party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

(l) Rules of Construction. The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provision of this Agreement in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by both parties hereto.

(m) No Partnership and No Third Party Beneficiaries. Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between any of the parties hereto. This Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

(n) Execution in Counterparts and Facsimile Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures on this Agreement and on any notices given hereunder.

(o) Covenants Running with the Land. All of the terms and provisions of this Agreement shall constitute covenants running with the land which shall be binding on all of the Property and Purchaser and its successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above shown.

SELLER:

UNITED STATES STEEL CORPORATION,
a Delaware corporation

By: [Signature]
Title: DIRECTOR - REAL ESTATE
USS Real Estate, a division of United States Steel Corporation

Approved as
to form:

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that J.P. Cowden, whose name as Director - Real Estate of **UNITED STATES STEEL CORPORATION**, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 17 day of June, 2018.



[Signature: Beverly L. Swain]
Notary Public
My commission expires: 7/30/19

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PURCHASER:

NEWCASTLE DEVELOPMENT, LLC, an
Alabama limited liability company

By: *Glenn Siddle*
Printed Name: Glenn Siddle
Title: Manager

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Glenn Siddle, whose name as Manager of **NEWCASTLE DEVELOPMENT, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 29th day of June, 2018.

Martha A. Kearsley
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

**My Commission Expires
May 5, 2020**

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
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One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203


20180629000233820 14/39 \$129.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A

Legal Description of Property

A tract of land located in the West ½ of the Northwest ¼ of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northwest ¼ of the Northwest ¼ of said Section 21; thence South along the East line of said quarter-quarter a distance of 758.73 feet to the **POINT OF BEGINNING**; thence continue South along said East line of said East ½ and the boundary of Saint Charles Place, Jackson Square Phase 2, as recorded in the Office of Judge of Probate, Shelby County, Map Book: 20, Page 39, a distance of 570.62 feet to the intersection with the Northwest boundary of an Alabama Power Company transmission line; thence turn an angle to the right of 25° 24' 36" in a Southwesterly direction along the boundary of said transmission line a distance of 1180.25 feet; thence turn an angle to the right of 78° 44' 56" in a Westerly direction a distance of 771.12 feet to the East boundary of a public road (Hillsboro Parkway); thence turn an angle to tangent, right of 78° 09' 41" in a Northerly direction along the East boundary of said road and the beginning of a curve to the Left, with a Radius of 1030.0 feet, a Central Angle of 28° 13' 04"; thence along the Arc of said curve a distance of 471.31 to a straight line tangent to said curve; thence along said straight line in a Northerly direction along the East boundary of said road a distance of 178.53 feet to the beginning of a curve to the Right with a Radius of 495.0 feet, a Central Angle of 23° 42' 03"; thence along the Arc of said curve and East boundary of said road a distance of 471.31 feet to the beginning of a curve to the Left with a Radius of 555.0 feet, a Central Angle of 45° 50' 23"; thence along the Arc of said curve and East boundary of said road a distance of 444.03 feet to the beginning of a curve to the Right with a Radius of 720.0 feet, a Central Angle of 17° 52' 46"; thence along the Arc of said curve and East boundary of said road a distance of 224.68 feet to the South boundary of an Alabama Power Company transmission line; thence turn an angle to tangent, right of 12° 39' 12" in a Northeasterly direction along the South boundary of said transmission line a distance of 324.63 feet; thence turn an angle to the right of 90° 03' 34" in a Southeasterly direction a distance of 64.68 feet; thence turn a angle to the right of 0° 16' 59" in a Southeasterly direction a distance of 195.23 feet; thence turn right of 0° 56' 41" in a Southeasterly direction a distance of 73.38 feet; thence turn an angle to the right of 7° 22' 16" in a Southeasterly direction a distance of 119.61 feet; thence turn a angle to the left of 95° 54' 02" in a Northeasterly direction a distance 48.58 feet; thence turn an angle to the left of 4° 56' 34" in a Northeasterly direction a distance of 198.49 feet; thence turn a angle to the right of 37° 49' 35" in a Easterly direction a distance of 444.34 feet, more or less, to the **POINT OF BEGINNING**; less and except, a walking trail (Hillsboro Trail) conveyed by United States Steel Corporation to the City of Helena, Alabama, by deed dated February 28, 2013, as recorded in the Judge of Probate Office, Shelby County, Alabama, as Instrument # 20130403000139220.

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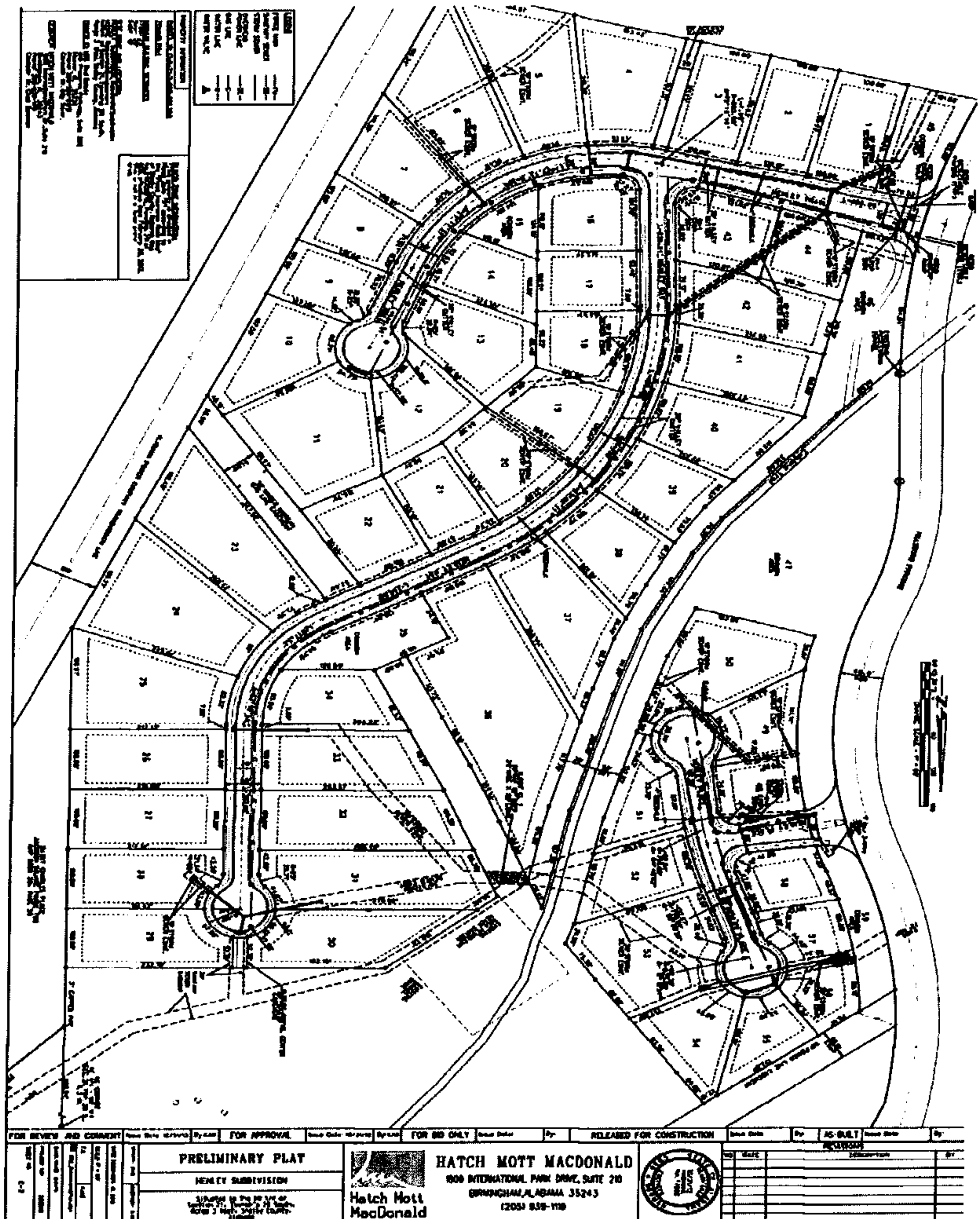


EXHIBIT B

Preliminary Plat

See Attached.

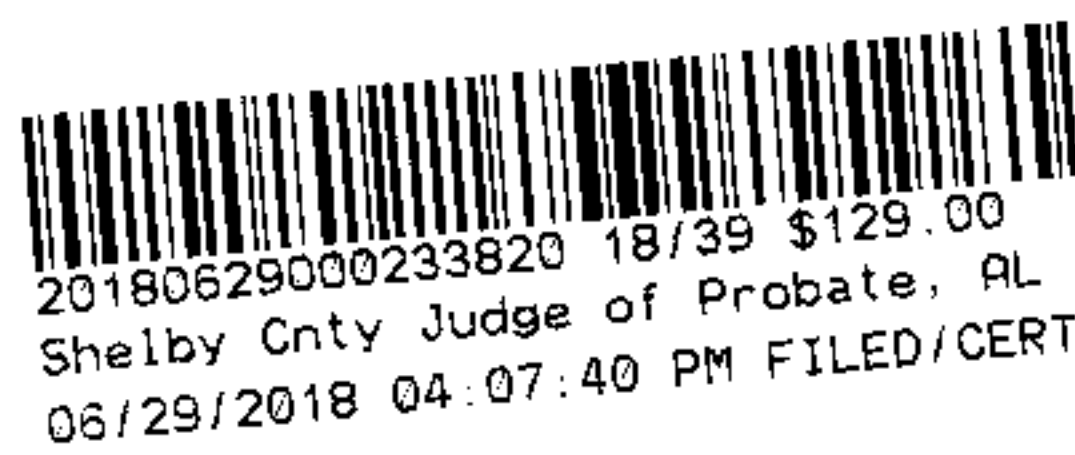

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EXHIBIT C

Subdivision Plans

The Subdivision Plans consist of the following plans and specifications entitled “Henley Subdivision” prepared by the Engineer which were approved by the City on January 10, 2014:

- CO--Cover Sheet
- C1—Existing Conditions
- C2—Preliminary Plat
- C3—Grading & Drainage Plan
- C4—Plan and Profile Henley Trail
- C5—Plan and Profile Henley Way Sht 1 of 2
- C6—Plan and Profile Henley Way Sht 2 of 2
- C7—Plan and Profile Henley Place
- C8—Sanitary Sewer Plan and Profile
- C9—CBMP Plan
- C10—Utility Plan
- C11—Storm Sewer Profiles Sht 1 of 2
- C12—Storm Sewer Profiles Sht 2 of 2
- C13—Sanitary Sewer Force Main Plan and Profile
- C14—Pump Station Detail Sheet
- C15—Detail Sheet
- C16—CBMPP Details
- C17—Specifications



Schedule 1

Photographs of Street Signs, Street Lights, Mailboxes, and Entryway Monument

See Attached


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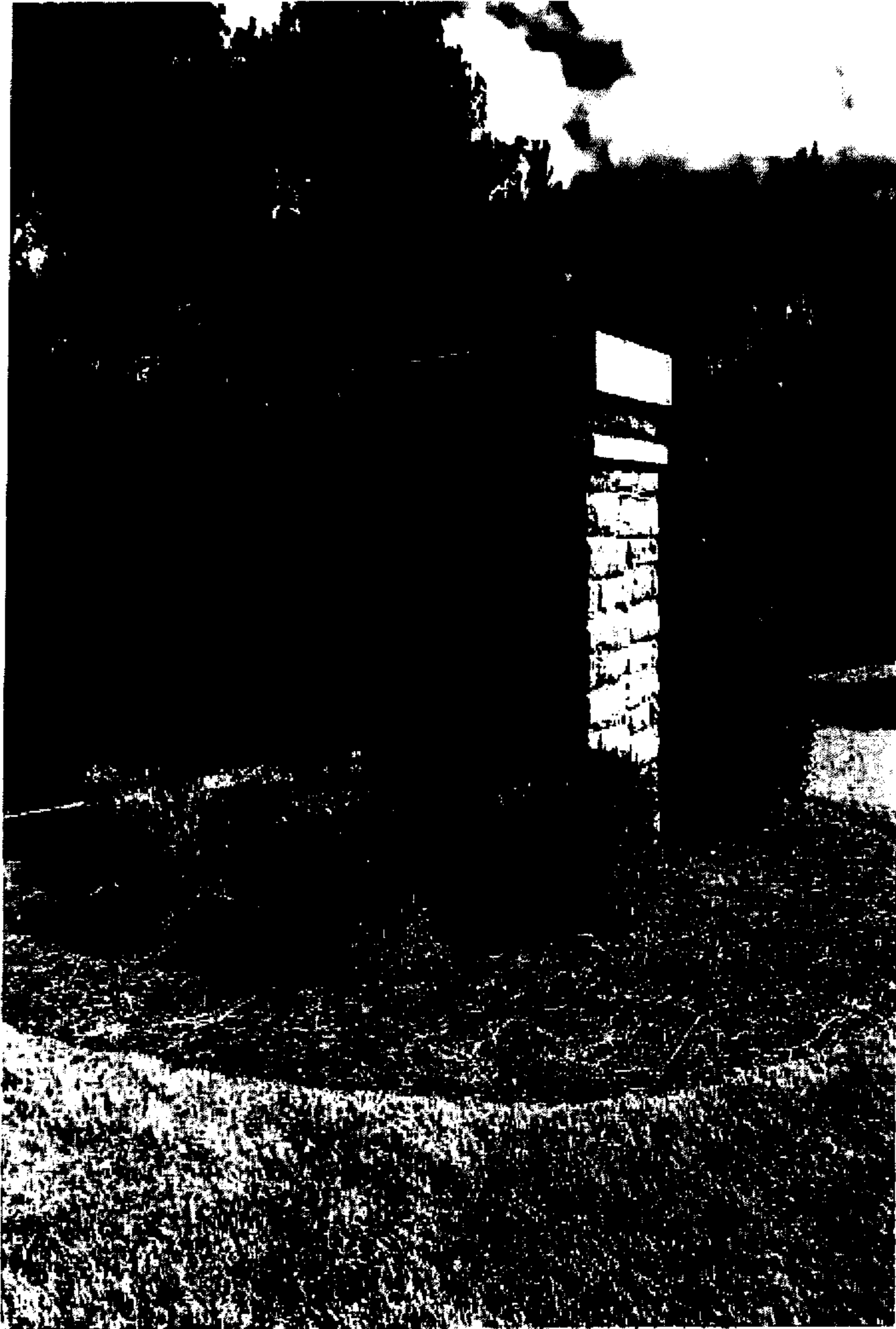








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Schedule 2

Trail Specifications

See Attached


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January 05

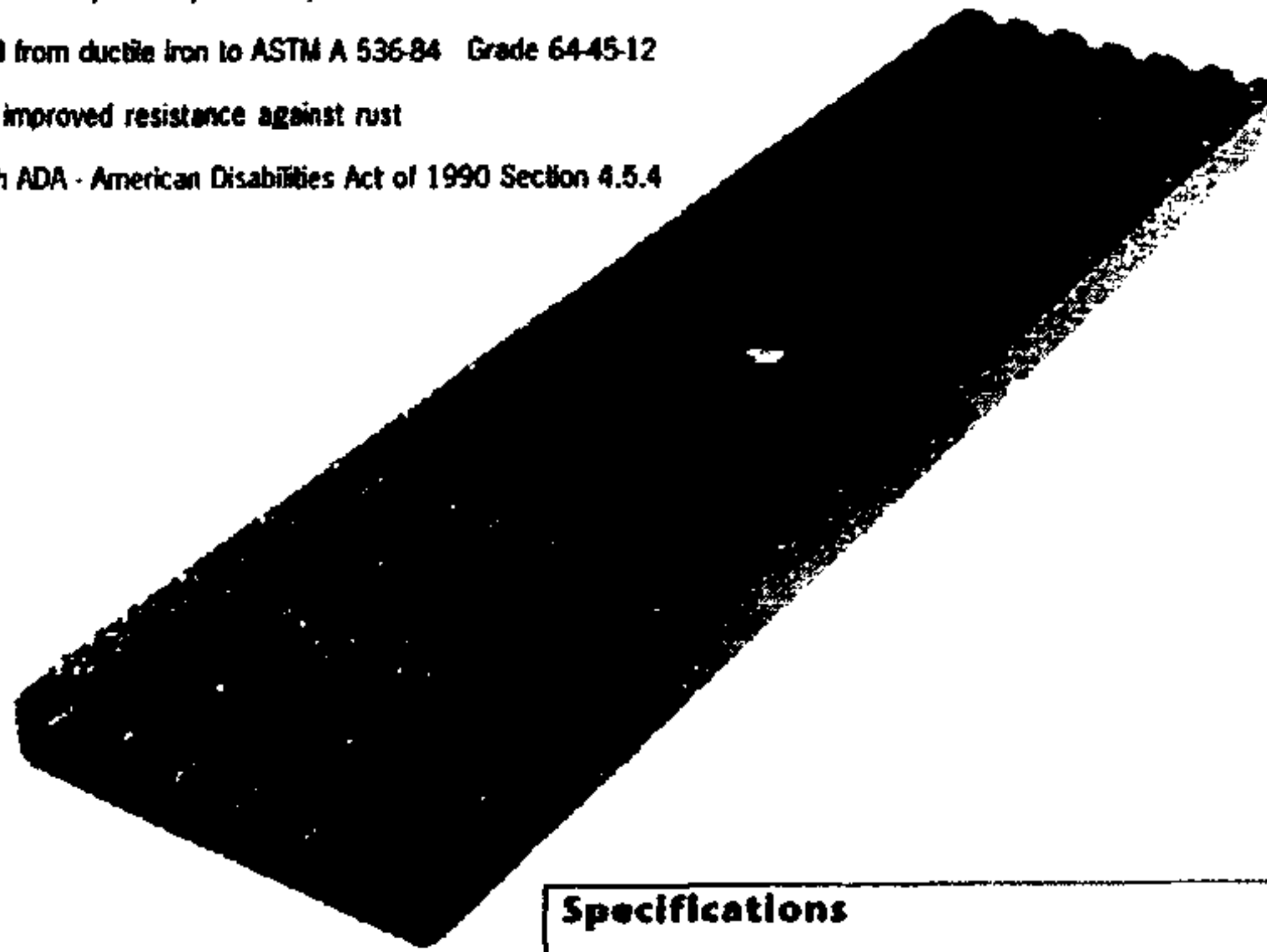
ADA Iron



Type 478 ADA ductile iron

Product Features

- Certified to DIN 19580 Load Class E - 135,000 lbs - 2,788 psi
- Uses 'QuickLok' boltless locking system
- Suitable for use with K100S, KS100S, C100, H80, H100, H80K, H80KS, H100K, H100KS, and FG100 channels
- Manufactured from ductile iron to ASTM A 536-84 Grade 64-45-12
- Ecoated for improved resistance against rust
- Complies with ADA - American Disabilities Act of 1990 Section 4.5.4



Specifications

General

The surface drainage system shall be ACO Drain K100S, KS100S, C100, H80, H100, H80K, H80KS, H100K, H100KS and FG100 channels* complete with ACO Type 478 ADA ductile iron grate with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or similar approved.

Materials

The covers shall be manufactured from ductile iron and have minimum properties as follows:

- Independently certified to meet Load Class E to DIN 19580 - 135,000 lbs - 2,788 psi
- Ductile iron to ASTM A 536-84 - Grade 65-45-12
- Intake area of 14.3 inches² (92.3 cm²) per half meter of grate

The overall width of 4.84" (123mm) and overall length of 19.69" (500mm). Slots measure 1.77" (45mm) by 0.31" (8mm).

Installation

The trench drain system and grates shall be installed in accordance with the manufacturer's installation instructions and recommendations.

* delete as appropriate

Specification Information

ACO drain

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K100S/KS100S trench drain system



K100S - Galvanized steel edge rail
KS100S - Stainless steel edge rail

K01 Neutral channel - 39.37" (1m)	04040 06740	4.60	117	27.6
K0003 Neutral channel - 19.69" (0.5m)	04035 06730	4.60	117	16.5
K1 Sloped channel - 39.37" (1m)	04041 06751	4.60-4.84	117-123	28.4
K2 Sloped channel - 39.37" (1m)	04042 06752	4.84-5.07	123-129	29.3
K3 Sloped channel - 39.37" (1m)	04043 06753	5.07-5.31	129-135	30.1
K4 Sloped channel - 39.37" (1m)	04044 06754	5.31-5.55	135-141	30.9
K5 Sloped channel - 39.37" (1m)	04045 06755	5.55-5.78	141-147	31.8
K6 Sloped channel - 39.37" (1m)	04046 06756	5.78-6.02	147-153	32.6
K7 Sloped channel - 39.37" (1m)	04047 06757	6.02-6.25	153-159	33.5
K8 Sloped channel - 39.37" (1m)	04048 06758	6.25-6.49	159-165	34.3
K9 Sloped channel - 39.37" (1m)	04049 06759	6.49-6.73	165-171	35.1
K10 Sloped channel - 39.37" (1m)	04050 06760	6.73-6.96	171-177	35.7
K010 Neutral channel - 39.37" (1m)	99272 99362	6.96	177	36.8
K0103 Neutral channel - 19.69" (0.5m)	99281 99374	6.96	177	20.5
K11 Sloped channel - 39.37" (1m)	04051 06761	6.96-7.20	177-183	37.6
K12 Sloped channel - 39.37" (1m)	04052 06762	7.20-7.44	183-189	38.5
K13 Sloped channel - 39.37" (1m)	04053 06763	7.44-7.68	189-195	39.3
K14 Sloped channel - 39.37" (1m)	04054 06764	7.68-7.92	195-201	40.1
K15 Sloped channel - 39.37" (1m)	04055 06765	7.92-8.14	201-207	41.0
K16 Sloped channel - 39.37" (1m)	04056 06766	8.14-8.38	207-213	41.8
K17 Sloped channel - 39.37" (1m)	04057 06767	8.38-8.62	213-219	42.7
K18 Sloped channel - 39.37" (1m)	04058 06768	8.62-8.86	219-225	43.5
K19 Sloped channel - 39.37" (1m)	04059 06769	8.86-9.09	225-231	44.3
K20 Sloped channel - 39.37" (1m)	04060 06770	9.09-9.33	231-237	45.2
K020 Neutral channel - 39.37" (1m)	99295 99386	9.33	237	46.0
K0203 Neutral channel - 19.69" (0.5m)	99304 99399	9.33	237	24.5
K21 Sloped channel - 39.37" (1m)	04061 06771	9.33-9.56	237-243	46.8
K22 Sloped channel - 39.37" (1m)	04062 06772	9.56-9.80	243-249	47.7
K23 Sloped channel - 39.37" (1m)	04063 06773	9.80-10.04	249-255	48.5
K24 Sloped channel - 39.37" (1m)	04064 06774	10.04-10.27	255-261	49.3
K25 Sloped channel - 39.37" (1m)	04065 06775	10.27-10.51	261-267	50.2
K26 Sloped channel - 39.37" (1m)	04066 06776	10.51-10.74	267-273	51.0
K27 Sloped channel - 39.37" (1m)	04067 06777	10.74-10.98	273-279	51.9
K28 Sloped channel - 39.37" (1m)	04068 06778	10.98-11.22	279-285	52.7
K29 Sloped channel - 39.37" (1m)	04069 06779	11.22-11.45	285-291	53.6
K30 Sloped channel - 39.37" (1m)	04070 06780	11.45-11.69	291-297	54.4
K030 Neutral channel - 39.37" (1m)	99317 99404	11.69	297	55.8
K0303 Neutral channel - 19.69" (0.5m)	99328 99416	11.69	297	29.0
K900 In-line catch basin - 19.69" (0.5m)	96504 96495	24.00	610	71.2
900 QuickLok bar (removable)	98717 98717	.	.	0.1
Series 900 plastic trash bucket	01498 01498	.	.	1.1
Foul air trap	90854 90854	.	.	1.2
Universal plastic closing/4" Inlet/outlet cap	94625 94625	.	.	0.4
K2046 6" Sch. 40 Inlet cap	97153 97162	9.33	237	2.5
K2086 6" Sch. 40 outlet cap	97212 97229	9.33	237	3.9
K3046 6" Sch. 40 Inlet cap	97126 97139	11.69	297	3.3
K3086 6" Sch. 40 outlet cap	97188 97197	11.69	297	4.9
Type 824 6" Sch. 40 flamed PVC outlet	95140 95140	.	.	1.1
QuickLok locking bar	02899 02899	.	.	0.1
QuickLok/PowerLok Grate Removal Tool	01818 01818	.	.	0.3

- Notes:**
1. Preformed 4" dia. & 6" flamed drill out outlet underside of every channel
2. Closing cap can be cut down for shallower channels
3. Add 0.87" (22mm) for overall depth of channels
4. Add 1" (25mm) for overall depth of catch basin
5. KS100S channels and catch basins have Grade 304 stainless steel rails

ACO Polymer Products, Inc.
12080 Ravenna Road
PO Box 245
Chardon, OH 44024
Tel: (440) 285-7000
Fax: (440) 285-7005
Toll Free: (800) 543-4764
Email: info@aco-usa.com
www.aco-usa.com

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All reasonable care has been taken in compiling this document. All recommendations on the use of ACO products are made without guarantee when the conditions of use are beyond the control of the company. ACO reserves the right to change the product and specifications without notice.

Specifications

General

The surface drainage system shall be ACO Drain K100S/KS100S* complete with gratings secured with 'QuickLok' locking as manufactured by ACO Polymer Products, Inc. or equal approved.

Materials

The trench system bodies shall be manufactured from polyester polymer concrete with minimum properties as follows:

Compressive strength: 14,000 psi
Flexural strength: 4,000 psi
Water absorption: 0.07%
Frost proof
Salt proof
Dilute acid and alkali resistant

The nominal clear opening shall be 4.00" (100mm) with overall width of 5.10" (130mm). Pre-cast units shall be manufactured with either an invert slope of 0.6% or with neutral invert and have a wall thickness of at least 0.50" (13mm). Each unit will feature a full radius in the trench bottom and a male to female interconnecting end profile. Units shall have horizontal cast in anchoring features on the outside wall to ensure maximum mechanical bond to the surrounding bedding material and pavement surface. The galvanized/stainless steel edge rail will be integrally cast in by the manufacturer to ensure maximum homogeneity between polymer concrete body and edge rail. Each edge rail shall be at least 1/8" (3mm) thick.

Grates

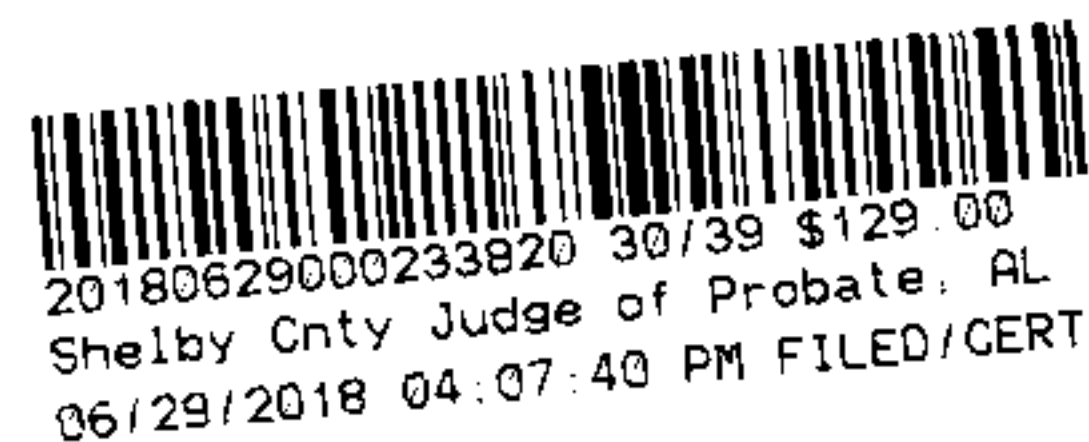
Grates should be specified. See separate ACO Spec info grate sheets for details. After removal of grates and 'QuickLok' bar there shall be uninterrupted access to the trench to aid maintenance.

Installation

The trench drain system shall be installed in accordance with the manufacturer's installation instructions and recommendations.

*delete as appropriate

Specification Information





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SECTION 32 12 16

ASPHALT PAVING FOR TRAILS

PART 1 - GENERAL

1.01 SUMMARY

- A. Furnish all material, labor, services and related items required to complete work indicated on Drawings and specified herein. The items of work to be performed shall include but may not be limited to the following; asphalt patching, installation of tack coat and fabric, and the import, placement, and compaction of asphalt paving.

1.02 REFERENCES

- A. This section references the latest revisions of the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.
- B. Testing shall be done under the supervision of the Contractor and in accordance with the General and Supplementary Conditions of the Contract.

1.03 QUALITY ASSURANCE

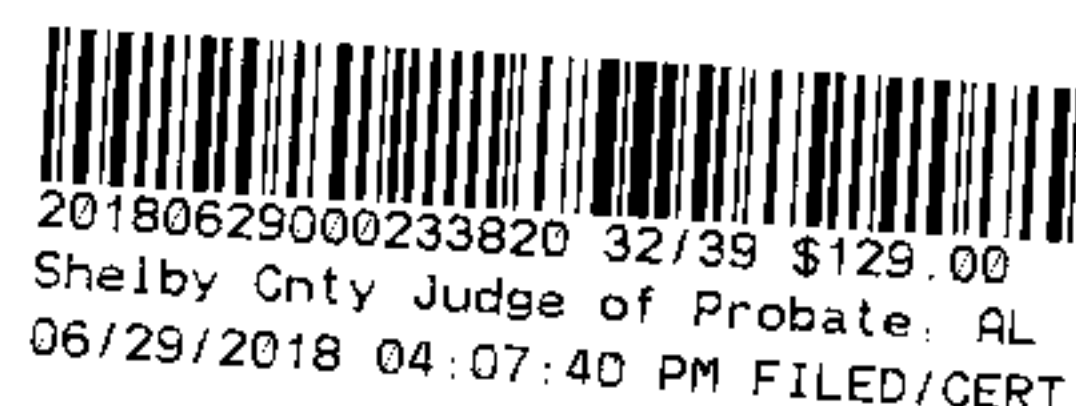
- A. The Contractor shall be experienced in work of the highest professional quality and have facilities and personnel adequate for the work specified. The Contractor shall acquaint themselves with all work related to site improvements and other work.
- B. Test Reports: Two copies of the results of each test shall be submitted to the Engineer for approval prior to continuation of the work to be tested, unless otherwise directed by the Engineer.
 - 1. ASTM C131 - Test Method for Resistance to Degradation of Small Size Course Aggregate
 - 2. ASTM D1557 - Test Method for Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54 kg) Rammer and 18-in (457 mm) Drop
 - 3. Other tests as may be referenced elsewhere in this Section.

1.04 SUBMITTALS

- A. The Contractor shall submit to the Engineer written materials containing the following information: Materials to be used and the proposed method of application and procedures to be followed.
- B. Fabrics (for paving repairs only): Submit manufacturer's product specifications and recommended installation procedures to the Engineer for approval prior to delivery to the project site.
- C. Fine Aggregate for Class B Paving Asphalt: The Contractor shall submit to the Engineer, for approval prior to delivery to the project site(s), a single 1/2 cubic foot sample in a secure container. Attach to the container the supplier name, address, and telephone number, batch number (if applicable), date, and sieve analysis.

ASPHALT PAVING FOR TRAILS

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PART 2 - PRODUCTS

2.01 BASE AGGREGATE

- A. The base aggregate shall be Type 1 mineral aggregate (5/8" minus crushed rock). Graduation of the base aggregate shall be:

<u>Sieve Size</u>	<u>Percent Passing</u>
5/8" square sieve	100
1/4" square sieve	50 - 75
No. 40 sieve	8 - 24
No. 200 sieve	10.0 maximum

2.02 FABRIC (used only for paving repairs or overlays as required)

Fabric installed as a protective membrane over existing asphalt paving shall be a needle-punched non-woven polypropylene fabric having the following minimum properties in the weakest principal direction:

<u>Property</u>	<u>Minimum Value</u>	<u>Test Method</u>
Weight	3.6 oz./sq. yd.	ASTM D3776
Tensile Strength	90 lbs.	ASTM D4632-91
Tensile Elongation	50%	ASTM D4632-90
Asphalt Retention	0.20 gal./sq.yd.	Phillips Procedure, Task Force 25, Method 8, TX DOT 3099 (or equivalent)
Melting Point	300 degrees F	ASTM D 276-87

2.03 ASPHALT WEARING COURSE

- A. Asphalt: Class B Asphalt, hot plant mix.
- B. Aggregate: Mineral aggregate shall meet the requirements of Aggregates for Asphalt Concrete. Meet the following requirements for particle gradation:

<u>Sieve Size</u>	<u>% Passing</u>
5/8" Square	100
1/2" Square	90-100
3/8" Square	75 - 90
1/4" Square	55 - 75
U.S. #10	32-48
U.S. #40	11 - 24
U.S. #80	6 - 15
U.S. #200	3 - 7

C. Bituminous Materials:

1. Asphalt furnished under these specifications shall not have been distilled at a temperature high enough to injure by burning or to produce flecks of carbonaceous matter, and upon arrival at the work, shall show no signs of separation into lighter and heavier components.

ASPHALT PAVING FOR TRAILS

32 12 16 - 2

2. Asphalt shall be Medium Curing Liquid Asphalt, meeting or exceeding the following additional requirements:

<u>Characteristic</u>	<u>Value Range</u>	
Mineral Filler	3.0 - 7.0%	
Asphalt	4.0 - 7.5% of	total mixture
Sand - Silt Ratio	5.5 - 10.5	

PART 3- EXECUTION

3.01 BARRIERS

- A. The Contractor shall erect and maintain barricades, canopies, guards, and warning signs to the extent required by law and as is prudent for the protection of the public and protection of the work.

3.02 NEW ASPHALT PAVING (including patching)

- A. In areas of new paving, or where existing paving has been removed during the demolition phase of work, new asphaltic concrete paving shall be placed over compacted base aggregate. Recycled asphalt or other recycled paving materials shall not be used as sub-base materials.
- B. Place base aggregate as required to attain a total depth of 6 inches and compact to 95 percent density.
1. Patching: If existing base material does not meet requirements for density, Contractor shall remove the existing base material in the areas to be patched and install new base aggregate to a depth of 6 inches and compact to 95 percent density.
 2. New Asphalt Paving: Place 6 inches of base aggregate and compact to 95% density.
- C. Install new Class B Asphalt per paragraph 3.07. Minimum asphalt thickness shall be 2 inches, maximum thickness - 3 inches.
1. New Asphalt Patching shall meet the grade of adjacent existing asphaltic concrete paving (to remain). Edges of new and existing pavement shall be flush without ridges or gaps; tack sealed as required.
 2. New pathway pavement edges shall be tapered to meet existing or proposed grades and shall be lapped at a 45 degree angle.

3.03 EXISTING ASPHALT PAVING PREPARATION (used only for repairs or overlays as required)

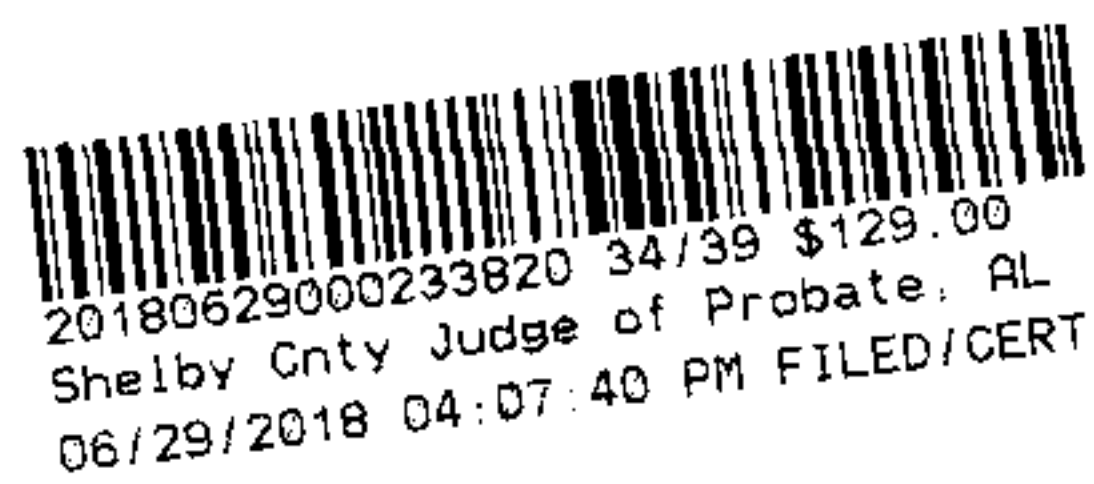
- A. Existing Asphalt Paving to receive the new wearing course of asphalt paving shall be thoroughly cleaned of all dirt, water and oil to the satisfaction of the Engineer. Cracks 1/8 inch wide or greater shall be cleaned and filled with bituminous material or by a method approved by the Engineer. Large cracks, faults or potholes shall be repaired as specified above for New Asphalt Paving (patching).

3.04 TACK COAT (used only for repairs or overlays as required)

- A. All new asphalt paving patching shall be allowed sufficient time to cure before applying the tack coat. All pavement areas shall be cleaned prior to beginning tack coat application.

ASPHALT PAVING FOR TRAILS

32 12 16 - 3



- B. The asphalt tack coat shall be installed uniformly in controlled amounts throughout area to receive paving fabric. Apply tack coat at the rate of 0.20 - 0.30 gallons per square yard (optimum application rate is 0.25 gallons per square yard) using a mechanical distributor meeting the requirements of the City of Seattle Standard Specifications Section 5-02.3(1). Tack coat application rates may be monitored by the Engineer to verify compliance with this paragraph.
- C. The allowable temperature range for tack coat material is 290 - 325 degrees Fahrenheit.
- D. Where the new asphalt paving abuts a curb or gutter, cold pavement joint, trimmed meet line, or any metal surface, a thin tack coat of asphalt shall be applied on the vertical face of the abutting surface by hand painting prior to paving. The application on the contact surfaces shall be thin and uniform in order to avoid an accumulation of excess asphalt in puddles. The Contractor shall not apply the tack coat on vertical contact surfaces above the finished height of the asphalt concrete being placed. Tack coat to extend three inches beyond the edge of fabric area.

3.05 FABRIC (used only for repairs or overlays as required)

- A. Install paving fabric throughout the entire area to be paved with asphaltic concrete pavement. Install all paving fabrics to the manufacturer's specifications as submitted to, and approved by, the Engineer. Equipment used for placement of paving fabric shall be designed and constructed specifically for fabric placement.

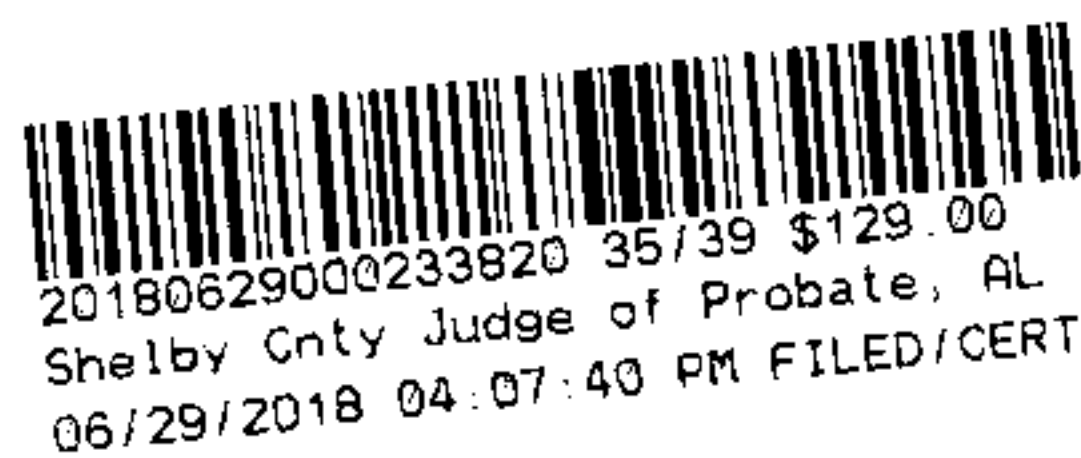
3.06 ASPHALT

- A. **Placement:** A course of asphalt shall be installed to the lines and grades as indicated on the drawings. The hot plant mix shall have an installation temperature of 275-300 degrees. Compaction thickness shall be as shown on Drawings but in no case shall the compacted thickness not less than 2 inches in areas that are to be used as pedestrian pathways or not less than 3 inches in areas that are to be used as service roads and other load bearing surfaces. Compaction shall be accomplished by rolling with a powered steel wheel tandem roller weighing not less than 3 tons, and not more than 5 tons; the finish roller weighing not less than 1 ton. The hot plant mix shall be spread by methods and in a manner to produce a uniform density and thickness to meet a tolerance of 1/4 inch in 10 feet, measured in any direction.
- B. In locations where more than one lift of asphaltic concrete is specified on the Drawings, the base lift shall not exceed 3 inches in depth.
- C. **Curing and Cleaning:** New asphalt pavement must be completely cured (minimum of seven days of warm, dry weather, longer if cold or damp), prior to application of any materials. Pavement needs to be clean and free of all foreign matter. A high-pressure washer, air broom or hand sweeper shall be used as required. Removal of grease and oil may require the use of a strong detergent only as approved by the Engineer. After using detergents the surface must be thoroughly flushed with water and removed from the site while not allowing the detergent to enter the storm sewer system.

END OF SECTION

ASPHALT PAVING FOR TRAILS

32 12 16 - 4



SECTION 32 92 19

SEEDING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Maintenance.
- B. Related Sections:
 - 1. Section 32 01 90 - Operation and Maintenance of Planting.
 - 2. Section 32 90 00 - Planting.
 - 3. Section 32 92 23 - Sodding.

1.2 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.
- B. Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in installing and planting plant material with three years experience. Adequate numbers of skilled workmen trained and experienced in the work and familiar with the requirements and methods for the performance of the work. On-site superintendent knowledgeable of horticultural practices at all times. Contractor to provide all labor, equipment, materials and services necessary to complete the Work of this Section.
- B. Maintenance Services: Performed by installer.

1.4 REGULATORY REQUIREMENTS

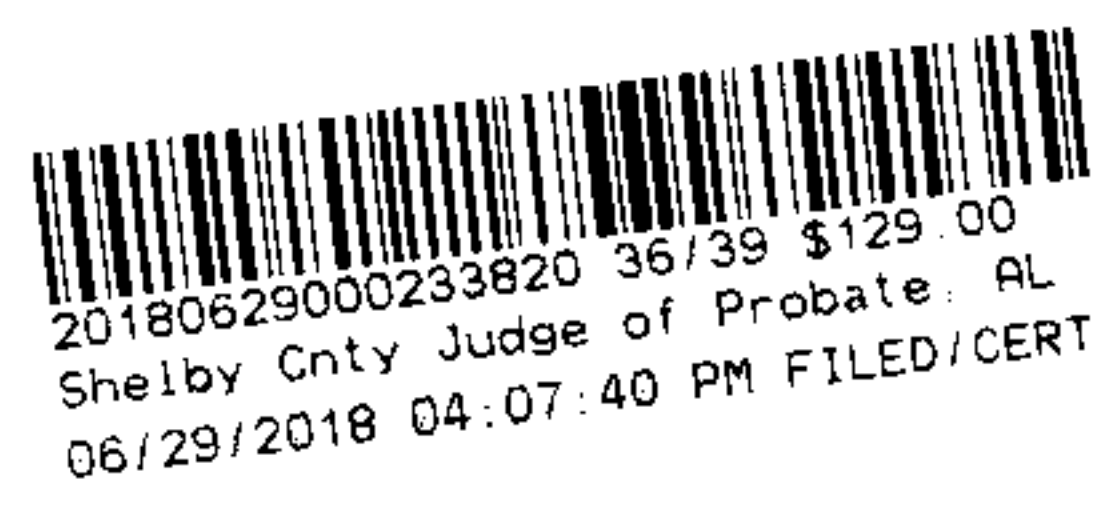
- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. All turfgrass to be certified by the State Department of Agriculture in which it was grown.

1.5 SUBMITTALS

- A. Submit seed product information, Instructions and guaranteed analysis showing seed variety, percentage of seed purity, percentage of germination, percentage of weed and inert matter, net weight, date of packaging or date last tested for germination.
- B. Submit manufacturer's product literature, instructions, and guaranteed analysis for fertilizer.

SEEDING

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1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing seed variety, percentage of seed purity, percentage of germination, percentage of weed and inert matter, net weight, date of packaging or date last tested for germination.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.7 GUARANTEE

- A. A satisfactory stand of grass must be produced (as described hereinafter). Should a satisfactory stand of grass not be produced, renovate, and reseed the unsatisfactory portions immediately (or as soon as weather permits).
- B. A satisfactory stand is defined as a healthy thick lawn that has :
 - 1. No bare spots greater than 5" square
 - 2. Free from weeds
 - 3. Grass height between 2-1/4" and 3".

1.8 MAINTENANCE SERVICE

- A. Refer to Section 32 01 90 - Operation and Maintenance of Planting
- B. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition until date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SEED MIXTURE

- A. Refer to Drawings for specified seed. Seed test date shall be within the past nine months. Purity shall be minimum of 95% and germination minimum of 80%.

2.2 SOIL MATERIALS

- A. Topsoil: As specified in Section 32 90 00 - Planting.

2.3 SOIL AMENDMENT MATERIALS

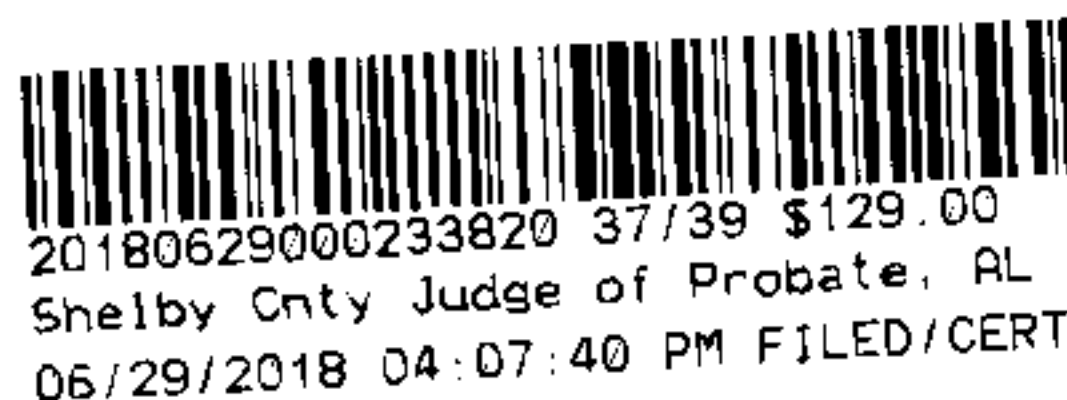
- A. Amendments: As specified in Section 32 90 00 - Planting.
- B. Fertilizer: All fertilizer must be approved by the owner prior to its application. Recommended for grass. Containing fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated in analysis. Fertilizer shall be uniform in composition, dry and free-flowing, supplied to site in the original, un-opened container, bearing the Manufacturer's guaranteed analysis. Fertilizer shall not be stored in direct contact with the ground.

2.4 ACCESSORIES

- A. Mulching Material: Oat or wheat straw, dry, and free from weeds, and any other foreign matter detrimental to plant life. Hay or chopped cornstalks are not acceptable.

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- B. Erosion Fabric: Jute matting, open weave.
- C. Herbicide: Chemical pre-emergent, approved. Chemical contact spray, Roundup or approved equal.
- D. Stakes: Softwood lumber, chisel pointed.
- E. String: Inorganic fiber.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that prepared soil base is ready to receive the work of this Section. Seedbed shall be fine graded with positive drainage and a firm soil surface.

3.2 PREPARATION OF PLANTING AREAS

- A. Prepare sub-grade and place topsoil in accordance with Section 32 90 00 - Planting.

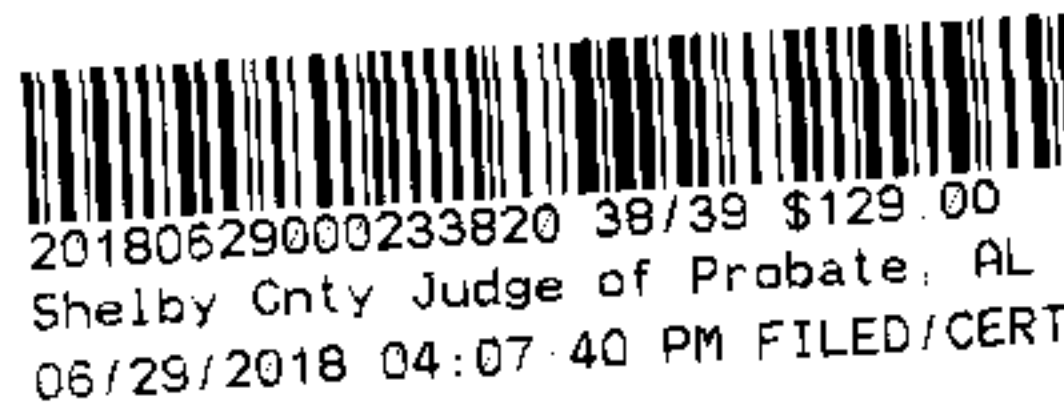
3.3 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.4 SEEDING

- A. All seed to be applied evenly in two intersecting directions on prepared seedbed. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Optimal Planting Season: Refer to Alabama Highway Department Standard Specifications.
- D. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- E. Roll seeded area with roller not exceeding 112 lbs.
- F. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil. The seedbed shall be kept wet and not allowed to dry out until germination occurs.

SEEDING



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3.5 SEED PROTECTION

- A. Contractor is responsible for protecting all newly seeded areas from foot and equipment traffic, and erosion damage.
- B. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
 - 1. Lay fabric smoothly on surface, bury top end of each section in 6-inch deep excavated topsoil trench. Provide 12-inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
 - 2. Secure outside edges and overlaps at 36-inch intervals with stakes.
 - 3. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
 - 4. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

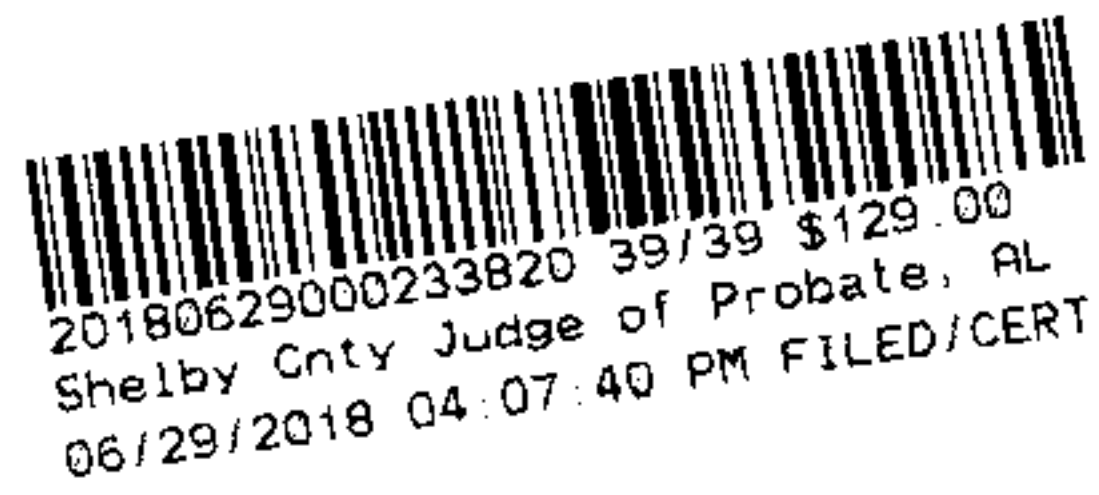
3.6 CLEAN UP AND PROTECTION

- A. Keep project site clean and orderly during planting operations.
- B. Clear grounds of debris, superfluous materials and all equipment upon completion of work. Remove from site to the satisfaction of the Landscape Architect and Owner.
- C. Protect all work and materials from damage due to landscape operations and operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion.
- D. Contractor is responsible for theft of equipment and material at the job site before, during and after installation, until Date of Substantial Completion of Work.

3.7 MAINTENANCE

- A. Refer to Section 32 01 90 - Operation and Maintenance of Planting for the following maintenance items:
 - 1. Irrigation and watering.
 - 2. Fertilization.
 - 3. Weeding, manual and chemical applications.
 - 4. Reseeding, resodding and mowing.
 - 5. Clean-up

END OF SECTION



SEEDING

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